

**ADDENDUM TO LEASE
DATED
BY AND BETWEEN
AS “LESSOR OR LANDLORD”
AND
AS “LESSEE OR TENANT”**

48. **HAZARDOUS SUBSTANCES.** As used herein, the term Hazardous Substance shall mean any and all flammable explosives, radioactive materials, oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous, contaminant, or toxic wastes, substances or materials under any applicable law, including, without limitation, all federal, state and local statutes, ordinances, regulations and rules in effect and as amended and/or created from time to time relating to environmental quality, health, safety, contamination and clean-up, and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules and guidelines.

Lessee shall have a continuing obligation to disclose in writing to Lessor all Hazardous Substances which may be maintained, stored, possessed, manufactured, generated at, used on or in connection with, or transported to or from the Premises. ***Lessee acknowledges it has occupied the Premises for several years prior to the commencement of the term hereof and represents and warrants unto Lessor and that there has not been any release of any Hazardous Substance at or in connection with the Premises and that Lessee has not received any notice from any governmental agency or any other individual, entity or party with respect to any such release.*** Lessee shall promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements pertaining or relating to any Hazardous Substance and shall not cause or permit the violation of any of the foregoing relating to industrial hygiene, environmental conditions, Hazardous Substances, hazardous materials, or otherwise in connection with the Premises, including, without limitation, soil and ground water conditions. Lessee shall not use, maintain, generate, manufacture, store, possess or dispose of any Hazardous Substance on, under, about or in connection with the Premises except in accordance with all applicable laws. Lessee shall obtain all required permits in connection with any storage, use, generation of, manufacture of, disposal of or transporting of any Hazardous Substance relating to or in connection with the Premises and shall provide Lessor with copies thereof. Lessee shall further provide Lessor promptly with copies of all summonses, citations, directives, information, inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notices of environmental liens and other communications, written or oral, from any federal, state or local agency or authority, or any other entity or individual, private or public, concerning any actual or alleged release or discharge of any Hazardous Substance on, to or from the Premises, the imposition of any law, ordinance, rule, regulation or guideline pertaining to any Hazardous Substance, or any actual or alleged liability under any theory of common law tort or toxic tort, including, without limitation, negligence, trespass, nuisance, strict liability or ultra hazardous activity.

Lessee shall indemnify and hold Lessor harmless from and against any and all loss, damage, liability, cost, expense and/or claim (including, without limitation, the cost of any fines, remedial action, damage to the environment, clean-up, and court-related or agency- related costs, and the fees of Lessor’s attorneys and other experts) arising from (i) the use, maintenance, release, disposal, storage, manufacture, generation or transportation of any Hazardous Substance to, from or in connection with the Premises, (ii) in violation of any law relating to any Hazardous Substance in connection with the Premises and (iii) the breach of any representations, warranties, covenants or agreements of Tenant with respect to Hazardous Substances and the laws relating thereto as set forth in this Lease.

Lessor and Lessor's agents shall have the right (but not the obligation) to enter the Premises and conduct any appropriate inspections and/or tests for the purpose of determining Lessee's compliance with the provisions of this section.

In the event that Lessee shall fail to comply with any of its obligations under this section, Lessor shall have the right (but not the obligation) to take such action as is required to be taken by Lessee hereunder, and in such event, Lessee shall be liable and responsible to Lessor for all costs, expenses, liabilities, claims and other obligations paid, suffered or incurred by Lessor in connection with such matters, including, without limitation, Lessor's costs, expenses and fees relating to attorneys and other experts. Lessee shall immediately reimburse Lessor for all such amounts upon demand therefore by Lessor.

Lessee shall include Lessor as an additional insured on any and all insurance policies covering Hazardous Substances.

Lessee's obligations under this section, including, without limitation, Lessee's obligation to indemnify and hold Lessor harmless, shall survive the termination and/or expiration of this Lease.

49. **AMERICANS WITH DISABILITIES ACT.** Lessee is alerted to the necessity of compliance with the AMERICANS WITH DISABILITIES ACT and shall be responsible for its compliance therewith. Lessee hereby releases, waives and indemnifies Lessor from any and all liability regarding the same. If the use or occupancy of the Premises by Lessee causes Lessor to be required under the Americans With Disabilities Act to make modifications or alterations to any of the areas of the Premises (or the building or complex of which the Premises are a part, including, without limitation, any and all entrances and parking areas), Lessee shall pay, as part of its rent due under this Lease, to Lessor its equitable share of the costs of all such modifications and/or alterations.
50. **REFUSE.** Lessor will provide "community" utilized dumpsters for ordinary usage. In the event Lessee needs to place refuse other than what the refuse company allows in the community dumpsters, or in a quantity exceeding normal office/warehouse amounts, Lessee agrees to arrange for and pay for any such refuse disposal. **ABSOLUTELY NO HAZARDOUS WASTE MATERIALS ARE TO BE PLACED IN THE COMMUNITY DUMPSTER NOR ANY PLACE ON LESSOR'S PREMISES. NO ITEMS OF ANY KIND ARE TO BE PLACED ALONG SIDE OR NEAR THE DUMPSTER OR ANY PLACE ON THE GROUNDS OF _____ IN TUCSON, ARIZONA.**
51. **NO OUTSIDE STORAGE. OUTSIDE STORAGE OF VEHICLES, EQUIPMENT AND MATERIALS OF ANY KIND IS PROHIBITED.** Items left out longer than 24 hours will be considered abandoned and handled accordingly by management. Any costs involved with such removal shall be charged to Lessee.
52. **PARKING.** Lessee is reminded that there is **NO DESIGNATED PARKING.** Some planning ahead and consideration for your customers and neighbors is required.
53. **UTILITIES.** With the exception of water, Lessor and Lessee acknowledge and agree that Lessee is responsible for all Utility payments, including all correspondence, deposits and monthly payments to all Utility vendors.
54. **RENT.** The monthly rental rate shall be as follows:

Months 1 - 12	\$.00 per month plus rental tax (currently 2.5%) Plus Cooler Maintenance Fee
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TOTAL DUE = \$per month – Months 1 – 12

Months 13 - 24	\$.00 per month plus rental tax (currently 2.5%) Plus Cooler Maintenance Fee
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TOTAL DUE = \$per month – Months 13 – 24

Months 25 - 36 \$.00 per month plus rental tax (currently 2.5%)
Plus Cooler Maintenance Fee

TOTAL DUE = \$per month – Months 25 – 36

- 55. SECURITY DEPOSIT. Lessor and Lessee acknowledge and agree that the Security Deposit (\$.00) will be paid upon execution of this Lease. (Lessor and Lessee acknowledge and agree that Lessee currently has Security Deposit of \$.00 and that the remaining Security Deposit of \$.00 will be paid upon execution of this Lease.)
- 56. ADJOINING SPACES. Lessor and Lessee acknowledge and agree that any repair work needed to demise and restore Suite to its original condition will be completed and paid for by Tenant prior to lease expiration. All work will be with the written approval of Landlord.
- 57. MULTIPLE LEASES. This Lease dated , is the only Lease in force and effect.
- 58. LESSOR CORRESPONDENCE. Lease Payments shall be made by the first day of each month to:

P. O. Box 31642
Tucson, Arizona 85751-1642
Attention: James Even
(520) 404-4479

- 59. FEDERAL IDENTIFICATION NUMBER. Lessee is obligated to provide Lessor with Lessee’s Federal Identification Number before move in.
- 60. CERTIFICATE OF OCCUPANCY. Lessor and Lessee acknowledge and agree that Lessor is NOT obligated in any way, or responsible for Lessee in any way, for Lessee’s obtaining a Certificate of Occupancy.
- 61. CORPORATE RESOLUTION. Lessee is obligated to provide Lessor with a Corporate Resolution and/or all necessary documentation showing the signer of this Lease and this Addendum is authorized to do so.
- 62. COOLER MAINTENANCE FEE. Lessor and Lessee acknowledge and agree that a Cooler Maintenance Fee of \$10 per unit per month will be paid on a monthly basis. Included in the total Rental Fee Due above is the \$20 fee for two (2) units.

LESSOR AND LESSEE ACKNOWLEDGE AND AGREE THAT LESSEE IS PROHIBITED FROM ACCESSING THE ROOF FOR ANY REASON.

LESSOR:

By: _____
James Even, Managing Member

Date: _____

LESSEE:

By:_____

Date:_____